BILL NO. S-80-10-57

SPECIAL ORDINANCE NO. S-142-80

AN ORDINANCE approving a contract with Butler & Butler Corporation, Inc. for Water Improvement Resolution No. 1021-80.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated October 9, 1980, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Butler & Butler Corporation, Inc. for:

Water Improvement Resolution No. 1021-80 for the installation of water main on Kelmar Drive from Mason Drive, eastward 664 ± lineal feet.

for a total cost of $18,418.00 which will be paid under Barrett Law by the property owners, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY OCTOBER 24, 1980.

JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 10-28-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.				X	
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 11-25-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-142-80 on the 25th day of November, 19 80.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Vivian G. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of November, 19 80, at the hour of 2:30 o'clock P. M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 4th day of Dec. 19 80, at the hour of 10:30 o'clock A M.,E.S.T.

W. Moses Jr
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-10-57

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving a contract with Butler & Butler Corporation INc. for Water Improvement Resolution No. 1021-80

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

11-25-80

DATE CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 8, 1980

The Common Council
Fort Wayne, Indiana

SUBJECT: Water Improvement Resolution No. 1021-80

Gentlemen and Mrs. Schmidt:

Contract for Water Improvement Resolution No. 1021-80 for the installation of water main on Kelmar Drive from Mason Drive, eastward 664± lineal feet was awarded to Butler and Butler Construction for their bid of $18,418.00.

Considering the amount of work involved and to assist the contractor in scheduling his work, we are requesting a "Prior Approval" on this project.

Attached for your information is a copy of the contract, and bid tabulation.

Sincerely,

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Win Moses, Jr., Mayor, City of Fort Wayne

sa
APPROVED:

ATTEST:

CITY CLERK

Copy Letter

Memorandum

To Board of Public Works Date September 8, 1980

From D. L. Foland, P.E.

Subject Kelmar Drive Water Main Extension - Resolution #1021-80

COPIES TO:

Contract for Water Improvement Resolution No. 1021-80 for the installation of water main on Kelmar Drive from Mason Drive, eastward 664± lineal feet was awarded to Butler & Butler Construction.

Considering the amount of work involved and to assist the contractor in scheduling his work, we are requesting a "Prior Approval" on this project.

D. L. Foland

D.L. Foland, P.E.
Chief Water Engineer

DF:WS:bp

NOTED
☐ M.L.A.
☐ R.A.S.
☐ M.R.S.
Date

BOARD OF PUBLIC WORKS
RECEIVED
SEP 0 8 1980

70-7-24

10/9/80

BARRETT LAW CONTRACT

RESOLUTION NO. 1021-80

BOARD ORDER NO. 24-80 WORK ORDER NO. 63475

THIS CONTRACT made and entered into in triplicate this 9th day of October, 1980, by and between BUTLER AND BUTLER CORPORATION, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

a six (6") inch water main on Kelmar Drive from Mason Drive eastward 664± L.F.

all according to Fort Wayne Water Utility Drawing No. 10542, Sheets 1 and 2, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the sum of $18,418.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall not make progress payments on account of the contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (BARRETT LAW)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertizing, area connection charges, etc. are to be financed through assessments to the benefited property owners. Contractor agrees to accept as payment all Barrett Bonds issued by City by reason of assessable property owners electing to pay in ten (10) installments, plus interest, and signing the required waiver.

WE1
JOB E

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Water Engineering Department of the City of Fort Wayne, Indiana will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, the Contractor has indicated his willingness in writing to escrow sufficient and adequate monies to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted for.

The Barrett Law bonds for the project will be issued to the Contractor within 60 days after the confirmation of the final assessment roll by the Board of Public Works providing:

1. That all cash payments collected from the property owners in an amount not to exceed the engineering, easement damages, highway permits, inspection, advertizing, area connection charges, etc. costs for the project, shall be retained by the City.
2. That in the event that all cash payments collected from the property owners is less than the amount for engineering, easement damages, highway permits, inspection, advertizing, area connection charges, etc. cost for the project, the Contractor does by the acceptance of the bonds agree to pay the City in cash within 30 days those deficient funds. The failure of the Contractor to repay the City said deficient funds within 30 days shall constitute a breach of his contract and will give the City the full right to call upon the Contractor's bonding company for payment of those deficient funds.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached hereto as Exhibit 'A' and by this reference incorporated herein and made a part hereof.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, as shown on Exhibit 'B' attached hereto and made a part hereof.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Resolution No. 1021-80.
b. Instructions to Bidders for Resolution No. 1021-80.
c. Contractor's Proposal Dated July 30, 1980.
d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10542.
e. Supplemental Specification for Resolution No. 1021-80.
f. Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains of the Fort Wayne Water Utility.
g. Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
h. Workman's Compensation Act (I.C. 22-3-2-1).
i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended). (Exhibit "A")
j. Prevailing Wage Scale (Exhibit "B").
k. Performance and Guaranty Bond.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Contractor shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the materials supplied and/or work performed under the terms of this contract.

ARTICLE 10. INDEMNITY

Contractor shall furnish to Owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BUTLER & BUTLER CORPORATION, INC.

BY: M. Auber Butler
M. Auber Butler, President

BY: Kern Butler
Kern Butler, Secretary-Treasurer

CITY OF FORT WAYNE, INDIANA

BY: Win Moses Jr
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

BOARD OF PUBLIC WORKS

Mark L. Akers, Chairman

Roberta Anderson Staten, Member

Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1980.

Special Ordinance No. _____.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we BUTLER & BUTLER CONSTRUCTION, INC. (Contractor or Developer) as Principal, and the Reliance Insurance Company (Insurance Company), a corporation organized under the laws of the State of _____ (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $18,418.00, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the Kelmar Drive Water Main Extension; and

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BUTLER & BUTLER CONSTRUCTION, INC.

ATTEST:

Kern Butler

Kern Butler, Secretary-Treasurer

BY: M. Auber Butler

M. Auber Butler, President

Reliance Insurance Company

(Insurance Company) Surety

*BY: Lane J. Russ

Authorized Agent Attorney-in-fact

Waste, Zent & Rye, Inc.
Authorized Agents

BY: ~~WASTE, ZENT & RYE, INC.~~

*If signed by an agent,
power of attorney must be attached

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared M. Auber Butler, President and Kern Butler, Secretary-Treasurer of Butler & Butler Corporation, Inc. and Lane I. Ross

Attorney in Fact, for said Reliance Insurance Company as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 3 day of September, 19 80.

Eunice A. Powers

Notary Public

Resident of DeKalb County, IN.

My Commission Expires:

11-13-83

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Leonard Shirley, Lane I. Ross and Vicki L. Anderson, Individually, of Fort Wayen, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behelf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signetures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 5th day of August 1980.

RELIANCE INSURANCE COMPANY

R S Bedworth

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 5th day of August, 1980, personally appeared R. S. Bedworth

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7, 1984

Patricia C. Corkery

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, P. D. Crossetta, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 3 day of September 1980

Assistant Secretary

BDR-1431 Ed. 6/79

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

EXHIBIT "A"
(page 1)

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or sub-contractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

EXHIBIT "A"
(page 3)

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1950,

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADE OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			31f
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	12.21	57¢	.50		2¢	61f
CARPENTER (BUILDING)	S	11.29	70¢	6%		2¢	41f
(HIGHWAY)	S	11.93	70¢	.70		5¢	21f
CEMENT MASON	S	10.85	75¢	.80		2¢	
ELECTRICIAN	S	13.05	55¢	3%+50¢		6¢	121f
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	.82	8%	3½¢	
GLAZIER	S	11.39		.25	40¢	4¢	25cholidays 25 annuity
IRON WORKER	S	12.35	1.00	1.45		2¢	21f
LABORER (BUILDING)	S-SS US	8.55-9.55	.70	.70		9¢	
(HIGHWAY)	S-US-SS	8.30-9.15	.70	.70		9¢	
(SEWER)	S-US-SS	8.30-9.15	.70	.70		9¢	
LATHER	S	11.79		.80		1¢	31f
MILLWRIGHT & PILEDRIVER	S	11.69	.70	6%		2¢	41f
OPERATING ENGINEER (BUILDING)	S-SS US	8.35-12.50	.75	.65		10¢	
(HIGHWAY)	S-SS-US	8.55-11.57	.75	.65		10¢	
(SEWER)	S-SS-US	8.55-11.57	.75	.65		10¢	
PAINTER	S	9.40-10.90	.60	.85		12¢	6misc.
PLASTERER	S	10.08	.60	.80			
PLUMBER & STEAMFITTER	S	13.75	.55	.90		7¢	71f
MOSAIC & TERRAZZO GRINDER	S	9.50-11.05		.30			
ROOFER	S	11.90		.30			42cesasm
SHEETMETAL WORKER	S	12.67	.72	.77		10¢	141f
TEAMSTER (BUILDING)	S-SS US	8.60-10.55	29.00pw	37.00pw			
(HIGHWAY)	S-SS-US	8.20½-9.80½	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF April, 1950

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

EXHIBIT "B".

TITLE OF ORDINANCE 50446 Installation of Water Main, Res. No.# 1021-80 Barrett Law Contract.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-80-10-57

SYNOPSIS OF ORDINANCE Contract for Water Improvement Resolution No. 1021-80 for the installation of water main on Kelmar Drive from Mason Drive, eastward 664± lineal feet was awarded to Butler & Butler Cons. (Prior Approval Acquired September 8, 1980 and attached)

EFFECT OF PASSAGE Installation of Kelmar Drive Water Main Extension - 6"

EFFECT OF NON-PASSAGE Necessary installation as decribed above cannot be completed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Barrett Law Contract. To be financed through assessments to the benefited property owners. The Owner shall pay Contractor $18,418.00.

ASSIGNED TO COMMITTEE City Utilities

sa